



## Missouri Schools Going Solar Agreement

This Missouri Schools Going Solar Agreement (the "Agreement") is entered into and is effective by and between the Missouri Department of Natural Resources ("MDNR") and \_\_\_\_\_, a \_\_\_\_\_ with premises located in \_\_\_\_\_, Missouri ("Institute"), as of \_\_\_\_\_, 2004.

WHEREAS, the INSTITUTE wishes to participate in the Schools Going Solar initiative for the purposes of demonstration and education of interconnected Photovoltaic Systems; and

WHEREAS, MDNR wishes to promote the understanding and use of clean renewable energy sources such as photovoltaic arrays.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the parties agree as follows:

1. The INSTITUTE agrees and acknowledges that, during the term of this Agreement, it shall:
  - (a) Cause to be installed, use and maintain the Photovoltaic System covered by this Agreement strictly in accordance with the information and instructions provided in the Agreement. The INSTITUTE shall contact MDNR immediately and shall perform any maintenance or repair in strict accordance with MDNR's express instructions. The INSTITUTE shall not alter the Photovoltaic System without MDNR's prior written consent.
  - (b) Provide cash match of a minimum of \$2,500.
  - (c) Agree to pay for the costs associated with any "upgrades" for add-on items that are not included in the standard package options described in Exhibit A. The cash match source is at the discretion of the INSTITUTE.
  - (d) Provide ongoing maintenance and operation of the Photovoltaic System for a minimum of seven years.
  - (e) Comply with all governmental regulations or statutes affecting the use of the Photovoltaic System.
  - (f) Allow MDNR access to examine and inspect the Photovoltaic System or any parts thereof at any reasonable time during the term of this Agreement.
  - (g) Allow MDNR to install, access and utilize metering or test equipment on the Photovoltaic System and to allow MDNR access to the Photovoltaic System to make system checks and read metering instrumentation.
  - (h) Comply with the educational requirements set forth in Section 3 of the Agreement.
  - (i) Maintain insurance coverage for replacement of the Photovoltaic System in the event of damage not covered under warranty.
3. Education Program: The INSTITUTE shall coordinate with MDNR and the Gateway Center for Resource Efficiency to integrate energy education curriculum supplements into science and math classes as specified below and for a minimum of five years.

<Specific classrooms identified here>

4. INSTITUTE shall indemnify and hold harmless MDNR, its affiliates (i.e., those persons and entities controlling, controlled by or under common control with MDNR), and their officers, directors, employees and agents, from and against any and all liability, claims, demands, damages, losses and expenses (including but not limited to, attorneys' fees and other legal expenses) or whatsoever kind and nature, whether based upon contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, resulting from or arising out of MDNR, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, in any way associated or connected with the performance of this agreement, whether or not the same be caused by or arise out of the joint, concurrent, or contributory negligence of MDNR, its affiliates, and their officers, directors, employees.
5. This Agreement shall terminate on \_\_\_\_\_, 20\_\_\_\_. Either party may terminate this Agreement at any time and for any reason upon 30 days written notice to the other, but the termination of this Agreement shall not affect the INSTITUTE's obligations to MDNR under Section 4 of this Agreement.
6. Upon INSTITUTE termination of the Agreement prior to the termination date listed in Section 5 of the agreement, the INSTITUTE shall deliver or make available to MDNR the Photovoltaic System covered by this Agreement on the termination date specified in any termination notice. If the INSTITUTE fails to do so, MDNR may enter onto the premises of the INSTITUTE, in accordance with the right of entry as established under this agreement, any premises on which the Photovoltaic System is located and take possession of the Photovoltaic System without notice and without judicial process.
7. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties; provided, however, that the INSTITUTE may not assign its rights or obligations under this Agreement without the prior written consent of MDNR. Any assignment by the INSTITUTE without MDNR's prior written consent shall be null and void. Any assignment that is not mutually agreed upon by the parties in writing may result in termination of the agreement subject to the provisions of Section 6. This Agreement shall be governed by Missouri law and any applicable federal law.
8. MDNR MAKES NO WARRANTY, REPRESENTATION OR CERTIFICATION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ABOUT THE PHOTOVOLTAIC SYSTEM.
9. The INSTITUTE voluntarily assumes any and all risks arising in connection with the possession, use, operation, maintenance or repair of the Photovoltaic System covered by this Agreement.
10. Neither the duties or obligations set forth herein, nor the relationship created hereby, creates a partnership, joint venture or employer-employee relationship between Company and Customer or any of the parties to this agreement.
11. A. Notices to INSTITUTE. All notices to INSTITUTE under this Agreement shall be in writing and shall be mailed, First Class Mail, postage prepaid, to the following representative and address:

Institute Address

Institute Address  
Institute Address  
Institute Address  
Institute Address

- B. Notices to MDNR. All notices to MDNR under this Agreement shall be in writing and shall be mailed, First Class Mail, postage prepaid, to the following representative and address:

Schools Going Solar Coordinator  
Missouri Department of Natural Resources  
P.O. Box 176  
Jefferson City, MO 65102-0176

12. Any failure by any party to insist upon strict performance of any provision of this Agreement or failure or delay in exercising any rights or remedies provided in this Agreement or by law shall not be deemed a waiver of the right of such party to insist upon strict performance of any of its rights and remedies under this Agreement or by law.
13. This Agreement is intended as the complete and exclusive statement of the agreement between the parties. Parol and extrinsic evidence shall not be used to vary, contradict or add to the express terms of this Agreement, and recourse shall not be had to alleged prior dealings, usage of trade or course of dealing to explain or supplement the express terms of this Agreement. This Agreement shall not be amended or modified unless mutually agreed upon in writing by the parties, and no waiver of any provision in this Agreement shall be effective, unless such amendment, modification or waiver is set forth in a written instrument authorized and executed by authorized representatives of the parties with the same formality as this Agreement.

IN WITNESS WHEREOF, MDNR and the INSTITUTE have caused this Agreement to be duly and properly executed as of the date first shown above.

**Missouri Department of Natural Resources**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**INSTITUTE**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## **EXHIBIT A**

Description and Technical Specification of photovoltaic array and equipment goes here.  
(Still under development)